

Terms of Use and Sale

REDSMITH LEATHERWORK · www.redsmithleatherwork.com

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Conditions

(1) This website "www.redsmithleatherwork.com" and/or the services, including all mobile applications connected to it (collectively the "Services") and any offer or sale of products (the "Products") through the Site, are owned and operated by Gérald Mialou, sole trader (entrepreneur individuel — "EI"), trading under the business name Redsmith Leatherwork, registered with the French National Trade and Companies Register (RNE) since 3 January 2020 (hereinafter also referred to as "we", "us" or "our"). These Business Terms (the "Terms") set out the terms and conditions under which visitors or users (collectively, the "user" or "you") may visit or use the Site and/or the Services and purchase Products.

(2) By accessing or using the Services, you acknowledge having read and consented to these Terms and you agree to be bound by them. If you do not agree to all of the Terms, you may not access the Site or use any of the Services. Read these Terms carefully before accessing or using our Site or Services, or purchasing Products. In these Terms, you will find out who we are, how we sell our Products to you, how you can terminate the purchase contract and what you can do if something goes wrong.

(3) You represent that you are of legal age and have the legal authority, right and power to enter into a binding agreement based on these Terms, to use the Services and to purchase Products.

(4) This site is published by:

Gérald Mialou — entrepreneur individuel (EI), trading as Redsmith Leatherwork

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VAT not applicable — French small-business VAT exemption scheme, article L. 223-3 of the CIBS (formerly article 293 B of the CGI)

Intra-community VAT number: FR60879951812

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Hosting: Wix.com Ltd

You can contact us by e-mail at redsmithleatherwork@gmail.com or through the contact form directly on the Site.

These Conditions are provided in English and in French. In the event of a discrepancy between the two versions, the French version will prevail. To use our Site and/or take advantage of our Services, you must be at least 18 years of age, or have reached the legal age of majority in your country, and have the legal authority, right and power to sign these Conditions as a binding agreement. You are not authorized to use this Site and/or take advantage of our Services if this is prohibited in your country, or by any law or regulation applicable to you. In addition, before placing and confirming an order, you must read and agree to these Terms. You can download and print these Terms.

Product description

You must carefully read the description of the Services and/or Products before placing an order. The description of the Services and/or Products presents the essential characteristics of the Services and/or Products, in accordance with Article L. 111-1 of the Consumer Code. These descriptions are designed to provide you with the most complete information possible on these characteristics, without being exhaustive. The photographs, drawings and descriptions of the Products and/or Services are provided for information purposes only and do not bind us. We invite you to refer to the information and instructions for use that appear on the packaging, labels and accompanying documents. We cannot be held responsible for any damage resulting from failure to follow these instructions for using the Products and/or Services provided on our website.

Purchase of Products

(1) Any purchase of Products is subject to the Conditions applicable at the time of such purchase.

(2) When purchasing a Product: (i) it is your responsibility to read the complete list of items before committing to purchase them; and (ii) placing an order on the site (by completing the payment procedure by pressing the "Buy" button or a similar button) may lead to a legally binding contract for the purchase of the Product concerned, unless indicated otherwise in these Terms.

(3) You can choose from our selection of Products and place the products you intend to buy in a shopping cart by clicking on the corresponding button. The prices we charge are indicated on the Site. We reserve the right to change our prices or correct any pricing errors that may inadvertently occur at any time. These changes do not affect the price of Products that you have purchased previously. During payment, you will be presented with a summary of all the Products that you have placed in your basket. This summary includes the essential characteristics of each product as well as the total price of all products and shipping costs, as applicable. Prices are shown net of VAT: Redsmith Leatherwork operates under the French small-business VAT exemption scheme, so no VAT is charged and none is recoverable. The payment page also gives you the possibility to check and, if necessary, to modify or withdraw Products, or to modify the quantities. If necessary, you can also identify and correct input errors using the edit function before making your order permanently binding. Any stated delivery time applies from the receipt of your payment of the purchase price. By pressing the "Buy" button, you place a binding order to purchase the Products advertised at the price and with the shipping costs indicated. To complete the ordering process by clicking on the "Buy" button, you must first accept these Conditions as being legally binding for your order by checking the corresponding box.

(4) We will then send you a confirmation of receipt of your order by e-mail, in which your order will be summarized again and which you can print or save using the corresponding function. Please note that this is an automatic message that only documents the fact that we have received your order. It does not indicate that we accept your order.

(5) The legally binding contract for the purchase of the products is only concluded when we send you a notice of acceptance by e-mail or deliver the Products to you. We reserve the right not to accept your order. This does not apply in cases where we offer a payment method for your order and you have chosen it, if a payment process is initiated immediately after submitting your order (for example, an electronic money transfer, or instant bank transfer via PayPal, or other similar payment method). In this case, the legally binding agreement is concluded when you complete the ordering process, as described above, by pressing the "Buy" button.

(6) You can save your preferred payment method for later use. In this case, we will keep your payment credentials in accordance with the standards applicable in our industry (for example PCI DSS). You will be able to identify your stored card by its last four digits.

Product delivery

We ship physical products to France, Switzerland, the United Kingdom, Norway, Iceland, the United States, Canada, Japan, South Korea, Taiwan, Hong Kong, Singapore, Australia and New Zealand. Digital products, such as PDF patterns, are available worldwide with no shipping and no customs formalities. Minimum order values apply to two destinations: 250 EUROS for the United States and 175 EUROS for the United Kingdom. Below these amounts, shipping to these countries is not available. Customs, duties and import VAT. Orders shipped outside the European Union may be subject to import VAT, customs duties and carrier handling fees. These are set by the destination country and are payable by the recipient on delivery. They are not included in the prices shown on this site.

Indicative import rates — Switzerland 8.1% · United Kingdom 20% · Norway 25% · Iceland 24% · United States variable. Prices and delivery times vary according to the type of Products ordered, the delivery address and the delivery method chosen. The applicable prices and delivery times will be communicated to you before confirming your order.

Coupons, gift cards and other offers

We may from time to time offer coupons, gift cards or discounts and other offers ("Offers") relating to our Products. These Offers are only valid for the period that may be indicated therein. Offers may not be transferred, modified, sold, traded, reproduced or distributed without our express written permission.

Refund and return policy

You have the right to withdraw without giving any reason for 14 days from receipt of the Product or from the date on which you signed the contract for the provision of services. To exercise your right of withdrawal, you must notify us of your decision within the allotted time, by e-mail at

redsmithleatherwork@gmail.com or by post to: Red Smith — Redsmith Leatherwork, 129 Le Clos d'Uriage, 38410 Vaulnaveys-le-Haut, France. The simplest way is to complete the withdrawal form attached to these Conditions as Annex 1 and send it back to us. That form is not compulsory: any other unambiguous statement of your decision to withdraw is equally valid. If you contact us by e-mail, we will acknowledge receipt of your withdrawal and send you the return procedure. You must return the Products as quickly as possible, in any case within 14 days of notification of your withdrawal, in their original packaging and in perfect condition. Upon receipt of the Product, we will within 14 days refund the price of the item together with the original shipping cost, up to the cheapest standard delivery method we offer. Return shipping costs remain your responsibility. In addition, please note that, in accordance with Article L. 221-28 of the Consumer Code, the following Products cannot be returned or reimbursed:

- Bespoke items, personalized or custom items.
- Digital patterns, once the download has begun, in accordance with the express waiver you accept at the time of purchase. Returned items must be in a condition allowing resale: unworn, unwashed, with original labels and packaging. In accordance with Article L. 221-23 of the French Consumer Code, we may reduce the refund to reflect any depreciation resulting from handling beyond what is necessary to establish the nature and characteristics of the Product. Please refer to our FAQ page for more details.

Product guarantee

If the Product is affected by a hidden defect, you are entitled to act on the basis of the guarantee provided for by articles 1641 and following of the Civil Code for two years from the discovery of the defect. A hidden defect implies that it renders the Product unfit for the use for which it is intended, or that it hinders its use in such a way that you would not have bought it or would have given a lower price if you were aware of the defect. It also implies that you did not know that the defect existed when you purchased the Product. As a consumer, you benefit from the legal guarantee of conformity under the conditions of Articles L. 217-3 et seq. of the Consumer Code. The legal guarantee protects the consumer when he buys a product which does not conform to its description, or which is not suitable for the normally intended use, due to lack of conformity at the time of delivery. You have two years from the delivery of a Product to act on the basis of the legal guarantee of conformity. You can request repair or replacement of the Product, subject to the provisions of Article L. 217-12 of the Consumer Code. If repair or replacement of the Product is not possible, you can promptly return the Product to us for a full refund. During the 24 months following delivery, you do not have to provide proof of the existence of the alleged defect. Except as expressly provided in these Terms and to the fullest extent permitted by applicable law, we expressly disclaim any other warranties or conditions, whether made orally or in writing, including, but not limited to, concerning the accuracy, timeliness, completeness, results, performance, absence of errors or interruption of performance, title, non-infringement, quality, quality of information, peaceful enjoyment, merchantability or fitness for a particular purpose (even if we have been informed of that use), as well as all representations, express or implied warranties or other conditions arising from the course of the performance, the conduct of business or trade usage.

Member account

- (1) To access and use certain sections and features of our Site, you must first register and create an account ("Member Account"). You must provide precise and complete information when creating your Member Account.
- (2) If someone other than yourself accesses your Member Account and/or any of your settings, they will be able to perform all actions available to you, including making changes to your Member Account. Therefore, we strongly encourage you to keep your Member Account login credentials secure. All such activities may be deemed to have taken place in your name and on behalf of you, and you will be solely responsible for all activities that take place on your Member Account, whether or not you have specifically authorized them, and for all damages, expenses or losses that may result from these activities. You are responsible for activities performed on your Member Account in the manner described if you have allowed the use of your Member Account negligently, not taking reasonable care

to protect your login credentials.

(3) We may terminate or suspend temporarily or permanently your access to your Member Account without incurring our responsibility, in order to protect ourselves, our Site and our Services or to protect other users, including if you violate a provision of these Terms or any applicable law or regulation in connection with your use of the site or your Member Account. We may do so without notice to you if the circumstances require immediate action; in this case, we will notify you as soon as reasonably possible. In addition, we reserve the right to terminate your Member Account without cause, by sending you two months notice by email, if we terminate our Member Accounts program or for any other reason. You can stop using your Member Account and request its deletion at any time by contacting us.

Intellectual property

(1) Our Services and related content (and any derivative works or enhancements thereof), including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technologies, documentation, trademarks, service marks, trade names and trade dress and interactive features, as well as all intellectual property rights therein, are our property or licensed to you (collectively, "Our Intellectual Property"), and nothing herein grants you any right in connection with Our Intellectual Property. Except as expressly provided herein or if required under mandatory provisions of applicable law for the use of the Services, you will not acquire any right, title or interest in Our Intellectual Property. All rights which are not expressly granted in these conditions are expressly reserved.

(2) If the Products include digital content such as music or videos, the rights specified for that content on the Site will be granted to you. Exclusion of warranty for the use of the Site and the Services The Services, our intellectual property and all documents, information and content provided relating to them which are made available to any user free of charge are provided "as is" and "as available", without any warranty of any kind, whether express or implied, including any warranties of fitness for a particular purpose and any warranties regarding the safety, reliability, timeliness, accuracy or performance of our services, except in the event of malicious non-disclosure of defects. We do not guarantee that our Free Services will be provided without interruption or error, or that they will meet your needs. Access to the Services and the Site may be suspended or limited due to repairs, maintenance or updates. The warranty of the Products you have purchased from us, as mentioned in the "Product guarantee" section above, will not be affected.

Compensation

You agree to defend and hold us harmless against all actual or alleged claims, damages, costs, liability and expense (including, but not limited to, reasonable attorney's fees) arising out of, or related to, your use of the Site and the Services in violation of these Terms, including in particular any use that would violate the limitations and requirements set out in these Terms, unless such circumstances are not caused by your fault.

Limitation of liability

To the fullest extent permitted by applicable law, we accept no liability for any amount or type of loss or damage that may result to you or a third party (including any direct or indirect loss and any loss of income, profits, customers, data, contracts, as well as any loss or damage resulting from, or related to, business interruption, loss of opportunities, loss of anticipated savings, waste of management or office time), even if it is foreseeable, in relation to (i) this Site and its content, (ii) the use, inability to use or the results of the use of this site, (iii) any website linked to this Site or the documents on these linked websites. We cannot be held responsible for a delay or a breach of our obligations under these Conditions if this delay or this failure results from a cause beyond our control and/or a case of force majeure within the meaning of article 1218 of the Civil Code.

Modification of the Conditions or the Services — interruption

We reserve the right to modify these Terms whenever necessary, at our sole discretion. You should therefore consult them regularly. If we change these Terms in a material way, we will notify you that material changes have been made to them. Your continued use of the Site or our Service after such a change will constitute your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not

access or use the Site or the Service. We may change the Services, stop providing the Services or any feature of the Services we offer, or create limits for the Services. We may terminate or suspend access to the Services permanently or temporarily for any reason, without any liability. We will notify you sufficiently in advance if this is possible in the given circumstances and we will reasonably take your legitimate interests into account in any such action.

Links to third-party sites

The Services may include links that take you away from the Site. Unless otherwise stated, linked sites are not under our control and we are not responsible for their content, any links they contain, or their changes or updates. We are not responsible for any transmissions received from linked sites. Links to third party sites are provided for convenience only. If we add links to other websites, it does not mean that we endorse their owners or their content.

Applicable right

These Conditions are governed and interpreted in accordance with the laws of France with the exception of conflict of law rules. If you wish to draw our attention to a subject, complaint or question concerning our site, please contact us at

redsmithleatherwork@gmail.com.

If, after contacting us in writing, you consider that the problem has not been resolved, you have the right to use the consumer mediation procedure free of charge, in accordance with Articles L. 611-1 et seq. of the French Consumer Code. Our appointed consumer mediator is: CM2C — Centre de la Médiation de la Consommation de Conciliateurs de Justice

49 rue de Ponthieu, 75008 Paris, France

www.cm2c.net · contact@cm2c.net

Online claim form: www.cm2c.net/declarer-un-litige.php The mediator may only be contacted if you have first attempted to resolve the dispute directly with us by a written complaint, if that complaint was made less than one year ago, and if the dispute is not already being examined by another mediator or by a court. Mediation is free of charge for the consumer. You remain free at any time to bring the matter before the competent court.

Various

- (1) No waiver of a breach or default hereunder may be considered as a waiver of a previous or subsequent breach or default.
- (2) The article titles used in these Terms are used for convenience only and have no legal substance.
- (3) Unless otherwise specified, if any part of these Terms is found to be illegal or unenforceable for any reason whatsoever, it is agreed that that part of these Terms will be deleted, the other terms of these Terms will not be affected and will remain in force.
- (4) By accepting the Conditions, you agree not to contest the probative value of the documents exchanged via the Site, on the basis of their electronic nature. The computerized registers are considered as proof of communications, orders and payments made between us. Your acceptance of the Conditions constitutes a proof agreement, within the meaning of article 1368 of the Civil Code.
- (5) You may not assign your agreement with us under these Terms, or your rights or obligations hereunder, in whole or in part, without our prior written consent.
- (6) These Terms constitute the entire agreement and supersede all previous written or oral agreements between you and us relating to the Services and the sale of the Products.
- (7) The provisions of these Terms, which by their nature must survive any action on our part, will survive, including, but not limited to, the provisions relating to indemnities, waivers, disclaimers, the limitations of liability and this "Various" article.

Contact us

Gérald Mialou — Redsmith Leatherwork

129 Le Clos d'Uriage, 38410 Vaulnaveys-le-Haut, France
redsmithleatherwork@gmail.com · www.redsmithleatherwork.com

Annex 1 — Withdrawal form

Please complete and return this form only if you wish to withdraw from the contract. You have 14 days from receipt of your order. This form is not compulsory: any unambiguous statement of your decision to withdraw is valid. To: Red Smith — Redsmith Leatherwork, 129 Le Clos d'Uriage, 38410 Vaulnaveys-le-Haut, France —

redsmithleatherwork@gmail.com

I hereby give notice of my withdrawal from the contract for the sale of the following goods: Description of the goods
Order number Ordered on Received on Name of consumer Address of consumer Date and signature Signature only
if this form is sent on paper. Reminder. Made-to-measure or personalised items, and digital patterns whose download has begun, are excluded from the right of withdrawal under Article L. 221-28 of the French Consumer Code. Return shipping is at your expense. The price of the item and the original shipping cost, up to the cheapest standard delivery method offered, are refunded within

14 days of receiving the return.